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Original Title Page



G6/HSDG Atlantic Space Charter Agreement

FMC Agreement No. **012258**

A Space Charter Agreement



Expiration Date: None.

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>NAME OF ARTICLE</u>	<u>PAGE NO.</u>
Article 1	Name of Agreement	1
Article 2	Purpose of Agreement	1
Article 3	Parties to Agreement	1
Article 4	Geographic Scope	2
Article 5	Authority	3
Article 6	Administration	6
Article 7	Membership	6
Article 8	Voting	6
Article 9	Duration and Resignation	7
Article 10	Non-Assignment	9
Article 11	Law and Arbitration	9
Article 12	Force Majeure	11
Article 13	Compliance with Law	12
Article 14	G6 Lines	12
Article 15	Notices	13

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**FEB 12 2015**

G6/HSDG Atlantic  
Space Charter Agreement  
FMC Agreement No. 012258-001  
First Revised Page No. 1

**ARTICLE 1: NAME OF AGREEMENT**

The name of this agreement is the G6/HSDG Atlantic Space Charter Agreement (the "Agreement").

**ARTICLE 2: PURPOSE OF AGREEMENT**

The purpose of this Agreement is to authorize the G6 Lines to charter space to HSDG and to authorize the Parties (as hereinafter defined) to enter into arrangements related to the chartering of such space.

**ARTICLE 3: PARTIES TO AGREEMENT**

The Parties to the Agreement are:

1. (a) Hapag-Lloyd Aktiengesellschaft  
Ballindamm 25  
20095 Hamburg, Germany  
and  
Hapag-Lloyd USA LLC  
401 E. Jackson Street, Suite 3300  
Tampa, FL 33602  
(Collectively HL)
- (b) Nippon Yusen Kaisha (NYK)  
3-2 Marunouchi 2-Chome  
Chiyoda-ku, Tokyo 100-0005, Japan
- (c) Orient Overseas Container Line Limited  
31<sup>st</sup> Floor, Harbour Centre, 25 Harbour Road, Wanchai,  
Hong Kong  
and  
OOCL (Europe) Limited  
OOCL House, Levington Park, Bridge Road,  
Levington, Ipswich, Suffolk IP 10 One, U.K.  
(Collectively OOCL)
- (d) APL Co. Pte Ltd  
9 North Buona Vista Drive  
#14-01

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G6/HSDG Atlantic  
Space Charter Agreement  
FMC Agreement No. 012258-001  
First Revised Page No. 2

The Metropolis Tower 1  
Singapore 138588  
and  
American President Lines, Ltd.  
16220 N. Scottsdale Road  
Scottsdale, AZ 85254-1781  
(Collectively APL)

- (e) Hyundai Merchant Marine Co. Ltd. (HMM)  
194, Yulgok-ro, Jongno-gu  
Seoul 110-754  
Korea
- (f) Mitsui O.S.K. Lines, Ltd. (MOL)  
1-1 Toranomon 2-Chome,  
Minato-ku, Tokyo 105-8688, Japan

HL, NYK, OOCL, APL, HMM, and MOL shall act as a single Party hereunder and are hereinafter collectively referred to as the "G6 Lines" or individually as a "G6 Line."

- 2. Hamburg Südamerikanische Dampschiffahrts-Gesellschaft KG  
("HSDG")  
Willy-Brandt Strasse, 59  
20457 Hamburg, Germany

The G6 Lines and HSDG are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties." Further, any G6 Line and/or HSDG may be referred to individually as a "Line" and collectively as "Lines."

#### **ARTICLE 4: GEOGRAPHIC SCOPE**

This Agreement covers the trades between ports in North Europe (Hamburg-LeHavre range) and the United Kingdom, on the one hand, and ports on the Atlantic Coast of the United States, on the other hand (hereinafter, the "Trade").

**ARTICLE 5:            AUTHORITY**

5.1     (a) Notwithstanding Article 5.3 below, on each weekly sailing in the Trade, and on such terms and conditions as the Parties may from time to time agree, the G6 Lines shall initially sell to HSDG, and HSDG shall purchase from the G6 Lines, 750 TEUs on the service referred to by the G6 Lines as the AX1, and 300 slots on the service referred to by the G6 Lines as the AX3. The total number of slots to be sold hereunder may be increased from the above levels by as much as fifty percent or decreased to any level, and the vessel strings on which slots are sold may be modified, at any time without amendment to this Agreement.

(b) Subject to operational requirements and space availability, the G6 Lines may sell HSDG slots in excess of the foregoing allocations on an *ad hoc* basis on terms to be agreed by the Parties. HSDG may not slot charter or sub-charter slots made available to it under this Agreement to any third party ocean carrier without the prior written consent of the G6 Lines.

5.2     The Parties are authorized to discuss and agree on the terms and conditions relating to the sale of slots hereunder, including slot hire (including any bunker element thereof) and additional charges for the use of reefer plugs (if any).

5.3     (a) Any U.S. flag vessel may call at any U.S. port in connection with the carriage of U.S. military or other cargo reserved by law or contract with the United States of America for carriage by U.S. flag vessels. Notwithstanding

any other provision of this Agreement, no Line shall have the right to use or make available space on the vessel of any other Line for the carriage of cargo reserved by the cargo preference laws of the country of registry of such vessel, including cargo reserved by United States law for vessels of the United States.

(b)(1) Notwithstanding any other provision of this Agreement, Hapag-Lloyd (USA) LLC (HLUSA) and American President Lines, Ltd. (together and individually "U.S.-Flag Operator(s)") shall retain authority to determine the routes, schedules, and space availability of their respective U.S.-flag vessels covered under this Agreement as may be required to fulfill their respective obligations under their contracts with the United States government; provided, however, that each U.S.-Flag Operator shall to the extent practicable provide the other Lines with prompt notice of any change in their respective U.S.-flag vessel routes, schedules, or space availability and advise and consult with the other Lines regarding such routes, schedules, and space availability. Furthermore, in the event that any U.S.-flag vessel(s) covered by this Agreement and employed by U.S.-Flag Operators or space on such vessel(s) is activated under any stage of the Voluntary Intermodal Sealift Agreement ("VISA") and contracts implementing VISA, a U.S.-Flag Operator may make such vessel(s) or space thereon available to the U.S. government without liability to any Line hereunder, notwithstanding any other provision of this Agreement.

(2) In the event a U.S.-Flag Operator effectively withdraws capacity utilized under this Agreement as a result of the exercise of the provisions in the

previous paragraph concerning its U.S.-flag vessels, normal non-performance procedures will apply. The Lines shall promptly agree on revised allocations and similar terms, taking into consideration such U.S.-Flag Operator's reduced vessel provision.

5.4 The Parties are authorized to discuss and agree upon such operational and general administrative matters and other terms and conditions concerning the implementation of this Agreement as may be necessary or convenient from time to time, including, but not limited to, performance procedures; procedures to allocate space; forecasting of bookings; stowage planning; record-keeping; responsibility for loss, damage or delay; insurance; terms and conditions for force majeure relief; the handling and resolution of claims and other liabilities; indemnification; documentation and bills of lading; and the treatment of hazardous and dangerous cargoes.

5.5 Each Party shall operate under its own name, issue its own bill of lading, publish its own tariff and shall collect its own freights. Each Line shall be responsible for marketing its own interests in the Trade. Nothing in this Agreement shall constitute a partnership, association or joint venture.

5.6 Pursuant to 46 C.F.R. §535.408, any further agreements contemplated by this Agreement which do not relate to routine operational or

administrative matters and which are required to be filed shall not be implemented until an appropriate amendment to this Agreement has been filed and become effective.

**ARTICLE 6: ADMINISTRATION AND DELEGATION OF AUTHORITY**

6.1 This Agreement shall be implemented and administered by meetings and other written and oral communications among the Parties. The Parties are authorized to adopt written procedures and policies with respect to the day-to-day operational requirements of the service, as well as with respect to communications among themselves.

6.2 Counsel for the Parties is hereby authorized to file this Agreement and any amendments thereto with the U.S. Federal Maritime Commission, execute this Agreement and any amendments hereto, and to otherwise act on behalf of the Parties with respect thereto.

**ARTICLE 7: MEMBERSHIP**

Membership is limited to the Parties, unless otherwise unanimously agreed by the Parties.

**ARTICLE 8: VOTING**

Except as otherwise provided herein, decisions hereunder shall be reached by unanimous agreement of the Parties.



**ARTICLE 9: DURATION AND RESIGNATION**

9.1 This Agreement shall be effective as of the date it becomes effective under the U.S. Shipping Act of 1984, as amended, and its initial term shall expire one (1) year from the effective date. Thereafter, the Agreement shall continue indefinitely unless terminated by either Party upon no less than (3) months' written notice (such notice not to be given before nine (9) months after the effective date).

9.2 For the avoidance of doubt, each G6 Line has the right to withdraw from the G6 Alliance Agreement (FMC No. 012194) at any time by giving twelve (12) months' written notice of withdrawal. If any G6 Line withdraws from the G6 Alliance Agreement then, notwithstanding Article 9.1 above, each of the other Lines, including HSDG, reserves its right to withdraw from this Agreement with effect from the same date by written notice given within thirty (30) days of the original notice of withdrawal. In such event, the remaining Lines will use their best efforts to continue the Agreement, subject to any amendment necessary to enable the arrangement to continue.

9.3 This Agreement shall terminate if the G6 Alliance Agreement (FMC No. 012194) terminates.

9.4 Notwithstanding the provisions of Article 9.1, 9.2, and 9.3 above, if at any time during the term of the Agreement there shall be a change in the control or a material change in the ownership of any one Line (the Line so affected being referred to in this Article 9.4 only as the "Affected Line") and the

other Lines are of the opinion arrived at in good faith that such change is likely to materially prejudice the cohesion or viability of the Service, then the other Lines may within six months of the coming into effect of such change give six (6) months' notice in writing to the Affected Line terminating the period of the Agreement in relation to that Line. For the purposes of this Clause a change in the control or material change in the ownership of a Line shall not include (a) any public offering of shares in that Line or its holding company; or (b) any shareholder of such Line or its holding company who was a shareholder of such Line or holding company on the effective date of this Agreement acquiring control of such Line or holding company.

9.5 Notwithstanding Article 9.1, if at any time during the term of the Agreement any Line should become bankrupt or declares insolvency or have a receiving order made against it, suspend payments, or continue its business under a receiver for the benefit of any of its creditors, or if a petition is presented or a meeting convened for the purpose of considering a resolution, or other steps are taken, for the winding-up of the Line (otherwise than for the purposes of and followed by a resolution previously approved in writing by the other Lines), or any event similar to any of the above shall occur under the laws of the Line's country of incorporation (the Line so affected being referred to in this Article 9.5 only as the "Affected Line") and the other Lines are of the opinion that the result may be materially detrimental to the service, or that sums may be owed by the Affected Line to any other Line(s) and may not be

paid in full or their payment may be delayed, then, by unanimous decision of the other Lines, any further participation of the Affected Line in the Agreement or any part thereof may, with immediate effect, either be terminated or suspended for such period as the other Lines, in their sole discretion, deem appropriate. In particular, but without limitation thereto, the operation of the adjusting payments mechanism in respect of the Affected Line may be suspended.

9.6 In the event of the withdrawal of a Party, the Parties shall continue to be liable to one another in respect of all liabilities and obligations accrued due prior to termination and in such other respects as the Parties shall determine to be fair as between themselves in relation to the completion of all contracts of carriage outstanding at the date of termination.

**ARTICLE 10: NON-ASSIGNMENT**

The rights and obligations of each Party and each of the members thereof under this Agreement shall not be assignable except to subsidiaries, parent companies or fellow subsidiaries or with the prior agreement of the other Party.

**ARTICLE 11: LAW AND ARBITRATION**

11.1 This Agreement shall be governed by and construed in accordance with the laws of England and shall otherwise be subject to the U.S. Shipping Act of 1984, as amended.

11.2 Any dispute or difference arising out of or in connection with this Agreement which cannot be amicably resolved shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Article 12. The arbitration shall be conducted in accordance with the London Maritime Arbitration Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

11.3 The reference shall be to three arbitrators. Any Party or member(s) thereof wishing to refer a dispute to arbitration shall appoint its/their arbitrator and send notice of such appointment in writing to the other Party or member(s) thereof, requiring the other Party or member(s) thereof to appoint its/their own arbitrator within 14 calendar days of that notice, and stating that it will appoint its arbitrator as sole arbitrator unless the other Party or member(s) appoints its/their own arbitrator and gives notice that it/they have done so within the 14 days specified. If the other Party or member(s) thereof does not appoint its own arbitrator and give notice that it/they has done so within the 14 days specified, the Party referring a dispute to arbitration may, without the requirement of any further prior notice to the other Party or member(s) thereof, appoint its arbitrator as sole arbitrator and shall advise the other Party or member(s) thereof accordingly. The award of a sole arbitrator shall be binding on both Parties and their members as if he had been appointed

by agreement. Nothing herein shall prevent the Parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

11.4 In cases where neither the claim nor any counterclaim exceeds the sum of US\$ 100,000 the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when arbitration proceedings are commenced.

**ARTICLE 12: FORCE MAJEURE**

If due to circumstances beyond the control of the Parties hereto, such as but not limited to war, whether declared or not, hostilities or the imminence thereof, act of public enemies, restraint of princes, rulers or people, compliance with any compulsorily applicable law or governmental directive, boycott against flag, political ban, terrorist acts, civil commotion (or civil war), invasion, rebellion, sabotage, blockade, strikes, lockouts, labor disputes, nuclear accidents, unusually severe weather, fire, perils of the sea, closure to or obstacles in any canal, acts of God, or other events which render performance of this Agreement wholly or substantially impracticable, the Agreement shall not thereby be terminated, but (subject always to the various provisions for termination of this Agreement) the performance thereof shall be suspended (in whole or in part as appropriate) until such time as the performance thereof is again practicable, without prejudice to any rights, liabilities and obligations accrued at the date of suspension. Should this Agreement be wholly suspended

for a period exceeding sixty (60) calendar days from the date of commencement of such suspension, this Agreement shall terminate.

**ARTICLE 13: COMPLIANCE WITH LAW**

The Lines shall, individually and collectively, conduct their operations under this Agreement in compliance with laws and regulations applicable to any one or more of the Lines, including but not limited to applicable regulatory compliance and trade sanctions, anti-boycott, anti-corruption and bribery, environmental, labor, competition, and privacy laws.

**ARTICLE 14: G6 LINES**

It is agreed among the G6 Lines and acknowledged and understood by HSDG that:

(a) The G6 Lines are authorized collectively to undertake all of the rights, powers, obligations and liabilities of G6 as a Party to this Agreement, to the extent that this Agreement confers rights, powers, obligations or liabilities on the G6 Lines as a group.

(b) The G6 Lines are authorized to discuss and agree on, and develop joint positions and make joint decisions with respect to, any and all matters relating to the implementation of, or actions and decisions pursuant to this Agreement (or any agreement among the Parties pursuant thereto). This includes all matters on which the Parties are authorized to discuss or agree

pursuant to Article 5 of this Agreement, and all actions or decisions (whether individual or joint) within the scope of Article 8 of this Agreement.

(c) With respect to all rights (including slot allocations), powers, obligations and/or liabilities that this Agreement confers on the G6 Lines as a group, the G6 Lines are authorized to discuss and agree on the allocation or apportionment of any such rights, powers, obligations and/or liabilities amongst themselves; provided, however, that nothing in this Article 14 shall alter any rights that HSDG has or may have against any Party or Line, as the case may be.

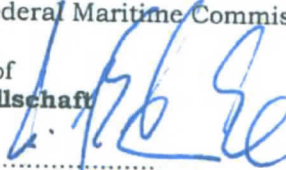
**ARTICLE 15:       NOTICES**

Any notice hereunder shall be made by courier service or registered mail, or in the event expeditious notice is required, by e-mail or fax confirmed by courier or registered mail, to the addresses shown in Article 3 hereof.

Signature Page

**IN WITNESS WHEREOF**, the Parties have agreed this 29<sup>th</sup> day of  
December, 2014, to amend this Agreement as per the attached pages and to file  
the same with the U.S. Federal Maritime Commission.

Signed for and on behalf of  
**Hapag-Lloyd Aktiengesellschaft**



Ulf Schawohl  
Managing Director



Axel Luedeke  
Senior Director

Signed for and on behalf of  
**Nippon Yusen Kaisha**

Signed for and on behalf of  
**Orient Overseas Container Line Limited and OOCL (Europe) Limited  
(Collectively OOCL)**

Signed for and on behalf of  
**APL Co. Pte Ltd and American President Lines, Ltd. (Collectively APL)**

Signed for and on behalf of  
**Hyundai Merchant Marine Co. Ltd.**

Signed for and on behalf of  
**Mitsui O.S.K. Lines, Ltd.**

Signed for and on behalf of  
**Hamburg Südamerikanische  
Dampfschiffahrts-Gesellschaft KG**

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Signature Page

**IN WITNESS WHEREOF**, the Parties have agreed this 21<sup>st</sup> day of  
December, 2014, to amend this Agreement as per the attached pages and to file  
the same with the U.S. Federal Maritime Commission.

Signed for and on behalf of  
**Hapag-Lloyd Aktiengesellschaft**

.....  
Signed for and on behalf of  
**Nippon Yusen Kaisha**

*David Smith / PKM*  
.....

Signed for and on behalf of  
**Orient Overseas Container Line Limited and OOCL (Europe) Limited  
(Collectively OOCL)**

*David Smith / PKM*  
.....

Signed for and on behalf of  
**APL Co. Pte Ltd and American President Lines, Ltd. (Collectively APL)**

*David Smith / PKM*  
.....

Signed for and on behalf of  
**Hyundai Merchant Marine Co. Ltd.**

*David Smith / PKM*  
.....

Signed for and on behalf of  
**Mitsui O.S.K. Lines, Ltd.**

*David Smith / PKM*  
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Signed for and on behalf of  
**Hamburg Südamerikanische  
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Space Charter Agreement  
FMC Agreement No. 012258-001

Signature Page

IN WITNESS WHEREOF, the Parties have agreed this 2<sup>nd</sup> day of  
December, 2014, to amend this Agreement as per the attached pages and to file  
the same with the U.S. Federal Maritime Commission.

Signed for and on behalf of  
**Hapag-Lloyd Aktiengesellschaft**

.....  
Signed for and on behalf of  
**Nippon Yusen Kaisha**

.....  
Signed for and on behalf of  
**Orient Overseas Container Line Limited and OOCL (Europe) Limited  
(Collectively OOCL)**

.....  
Signed for and on behalf of  
**APL Co. Pte Ltd and American President Lines, Ltd. (Collectively APL)**

.....  
Signed for and on behalf of  
**Hyundai Merchant Marine Co. Ltd.**

.....  
Signed for and on behalf of  
**Mitsui O.S.K. Lines, Ltd.**

.....  
Signed for and on behalf of  
**Hamburg Südamerikanische  
Dampfschiffahrts-Gesellschaft KG**

.....  
  
**Frank Smet**  
Member of the Executive Board  
LEGAL\21335943\1

ppa. P. Arning 15/12/14  
Philip Arning  
Global Head of Network

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